

AMENDMENT #1

A. G. Contract No. KR93-1425-TRN
ECS File: JPA-93-76
Project: Signal Maintenance
Section: US 60/SR 88

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT supercedes that certain agreement filed with the Arizona Secretary of State as Agreement No. 17144, as amended.

THIS AGREEMENT is entered into 18 August, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and The City of Apache Junction, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree that it is necessary and desirable for the safety and protection of the traveling public, that certain operations and maintenance activities be provided at Meridian Road/West Apache Trail (Old US 60) and on SR 88 (Idaho Road). This work shall include, but not be limited to, the operation and maintenance of traffic signals and related lighting.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>17144</u> #01
FILED WITH SECRETARY OF STATE
Date Filed <u>08/18/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky D. Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Set aside sufficient funds and be responsible for all bluestaking and operation and maintenance of traffic signals, including monthly telephone charges for traffic signal interconnect circuits when utilized, at the following locations:

- (1) SR 88 (Idaho Road)/West Apache Trail (Old US60)
- (2) SR 88 (Idaho Road)/Broadway Avenue
- (3) SR 88 (Idaho Road)/Old SR 88/North Apache Trail
- (4) SR 88 (Idaho Road)/Southern Avenue
- (5) Meridian Road/West Apache Trail ((Old US 60)

b. Set aside sufficient funds and be responsible for 100% of the cost of major component replacement parts for State-owned facilities.

c. Set aside sufficient funds and be responsible for 50% of the cost of electrical energy of traffic signals and related lighting at location No. 5 above.

2. The City will:

a. Set aside sufficient funds and be responsible for all electrical energy of traffic signals and related lighting at locations Nos. 1 through 4 above and 50% of electrical energy and related lighting at location No. 5 above.

3. Any new installations or betterments shall be based on a traffic engineering study, and the mutual involvement shall be negotiable.

4. It is understood that the list of locations may be added to, or deleted from by Letter Addendum, with all other conditions set forth herein remaining in effect.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Apache Junction
City Engineer
1001 N. Idaho Road
Apache Junction, AZ 85219

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By *Jean Perkins*
JEAN PERKINS
Mayor

By *Dalh B. Saxton*
for ROBERT P. MICKELSON
Deputy State Engineer


Attest:

By *Kathy Connelly*
KATHY CONNELLY
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of May 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction to allow the State to perform maintenance on the traffic signals at Meridian Road/Old US 60 and SR88/West Apache Trail (Old US60).

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

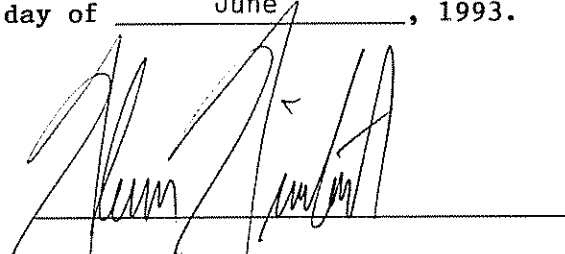


LARRY S. BONINE, Director
Arizona Department of
Transportation

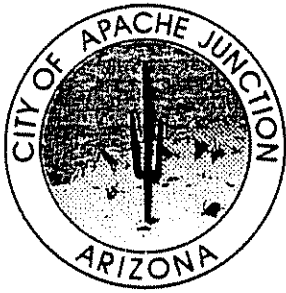
APPROVAL OF THE APACHE JUNCTION CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21st. day of June, 1993.



City Attorney



City of Apache Junction

C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the minutes pertaining to any actions taken by the City Council of the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion regarding the City's Intergovernmental Agreement No. JPA 93-76 with ADOT, which was presented to the City Council on the 15th day of June, 1993, as it appears in my records.

June 24 1993
Date

Kathleen Connelly
Kathleen Connelly
City Clerk

Vice Mayor Barker MOVED THAT THE CITY MANAGER AND THE MAYOR BE AUTHORIZED TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT JPA 93-76 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION UNDER PROTEST.

MOTION.

Councilwoman Richmond SECONDED THE

VOTE: Unanimous.

The motion carried.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1425-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this *10th* day of August, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/